the proximate cause of his death, where he is subsequently run over and killed by an engine belonging to another company which the first company knew had a right to use the track and was likely to use it at any time.

CONTRACTS—VALIDITY—PUBLIC POLICY.—A contract by the publisher of a newspaper to use it in influencing the choice of delegates and the action of a convention in favor of a certain candidate for public office is held, in *Livingston* v. *Page* (Vt.), 59 L. R. A. 336, to be void as contrary to public policy.

Perhaps the deliverance of the court would have been more emphatic had it known of the "Barksdale Bill" recently enacted by the General Assembly of Virginia.

INSURANCE—VERBAL ASSIGNMENTS OF POLICY.—A verbal assignment of a policy of life insurance by the insured, accompanied by words indicating an intention to give and by a delivery of, the policy, is held, in *Steele* v. *Gatlin* (Ga.), 59 L. R. A. 129, not to constitute a complete gift; and in such case it is held that a court of equity will not interfere at the instance of the alleged donee to complete the gift, when she has not acted to her injury or incurred expense on the faith of it.

CONSTITUTIONAL LAW—RESIDENT AGENTS FOR FOREIGN INSURANCE COMPANIES.—Confining the right to act as agent for foreign insurance companies to residents of the State is held, in *Cook* v. *Howland* (Vt.), 59 L. R. A. 338, not to be an unconstitutional impairment of the privileges and immunities of citizens of other States.

We question the correctness of this ruling. If it is sound it comes very near the dead line laid down by recent Federal decisions.

ACCIDENT INSURANCE—DOUBLE INDEMNITY.—A railroad paymaster traveling upon business of the company from station to station, and stopping between stations for the purpose of paying off employees wherever they may be, is held in *Travelers' Ins. Co.* v. *Austin* (Ga.), 59 L. R. A. 107, not to be, while so doing, a "passenger" within the meaning of a policy of accident insurance granting double indemnity to the insured if injured while riding as a passenger on a passenger car using steam as a motive power.

JUDGMENTS—DIVORCE—CONFLICT OF LAWS.—A judgment of divorce rendered in a State in which the wife has acquired a separate domicile, and valid there, is declared, in *Succession of Benton* (La.), 59 L. R. A. 135, to be valid in other jurisdiction.

With this case is an extensive note reviewing the authorities on conflict of laws on the subject of divorce, and in view of recent utterances of the Federal Supreme Court, this note should be carefully conned.

MUNICIPAL CORPORATIONS—CHARTER AUTHORITY FOR ERECTION OF BUILDINGS.—Charter authority to make regulations to guard against construction of buildings so as to be unsafe or inflammable or dangerous to health, life, or

property is held, in *Bostock* v. *Sams* (Md.), 59 L. R. A. 282, not to cover an ordinance authorizing the refusal of permits for the erection of buildings unless they are to conform in size, character, and appearance to those previously erected in the same locality, and to be such as will not tend to depreciate the value of surrounding property.

PLEADING—SUFFICIENCY OF ALLEGATIONS.—A general allegation of negligence, while good against a general demurrer, is held, in *King* v. *Oregon Short Line R. Co.* (Idaho), 59 L. R. A. 209, not to be good against a demurrer on the ground of uncertainty, under a statute requiring the plaintiff to make a statement of the facts constituting the cause of action, in ordinary and concise language.

The other authorities on the sufficiency of general allegations of negligence are collated in an exhaustive note to this case.

RIGHTS OF NAVIGATION—OBSTRUCTION—ACT OF CONGRESS.—The right to obstruct a navigable stream by an upheaval of plastic clay, caused by the pressure of a railroad embankment near the river, is held, in *Northern P. R. Co.* v. *United States* (C. C. App. 8th C.), 59 L. R. A. 80, not to be granted by an act of Congress authorizing the construction of the railroad parallel to the river, where the existence of the clay was unknown to Congress, and the result was not foreseen by anyone.

With these cases is a note on the right to obstruct or destroy rights of navigation.

INTERLOCUTORY ORDER—FAILURE TO ENTER—JUDGMENT—DEMURRER TO EVIDENCE—RAILROADS—ACCIDENT AT CROSSING.—An interlocutory order, omitted to be entered by neglect or inadvertence on the part of the clerk of a court, may be ordered by the court to be entered *nunc pro tunc*, by way of amendment, so as to make the record show what has actually transpired in the cause, upon clear and satisfactory evidence, consisting of uncontradicted affidavits, and papers filed, and orders entered in the cause.

A mere announcement by a judge in court of his opinion to sustain a demurrer to evidence, without an order or direction to the clerk to enter judgment accordingly, is not a sufficient rendition of judgment to warrant the entry of it as final judgment *nunc pro tunc*, when it further appears that absence of counsel was the reason for not ordering it to be entered at the time of the announcement.

By demurring to the evidence, the demurrant admits, in favor of the demurree, all inferences of fact that may be fairly deduced from the evidence.

V., having knowledge of the negligent practice of a railroad company in making "flying switches" over a street crossing, came to the crossing on a starlit but moonless night, just as an engine was approaching, and, after waiting for it to pass, stepped upon the side track on which the cars following the engine were, and was struck and injured by a box car, so following, without a light or person on it, and without any signal having been given. V. and his father, who was with him, testify that, after the passage of the engine and before proceeding, they looked down the track for cars, and saw none. As to the extent